

EAC RFP # 05-09 STATEMENT OF WORK AND CONTRACT TERMS

RESEARCH ASSISTANCE TO THE ELECTION ASSISTANCE COMMISSION TO STUDY THE FEASIBILITY AND ADVISABILITY OF ESTABLISHING A VOTER HOTLINE PILOT PROJECT

1.0 Background. In June of 2005, staff at the U.S. Election Assistance Commission (EAC) undertook a survey of voter hotline data available online to determine trends in voter questions and what entities were sponsoring hotlines. A voter hotline is defined as a toll-free line that connects voters with elections officials, who then disseminate information and educate voters. The EAC found that there were several hotlines in operation for the 2004 Presidential election, and their sponsorship ranged from state-based, to independent sector organizations and private corporations. Many of the hotlines performed the same functions for voters, and efforts were found to be duplicative, and disorganized. The EAC also found that voters overwhelmingly had two questions to ask of elections officials on Election Day: (1) Questions about registration, and (2) Polling place location. Most of these calls were routed directly to local elections officials.

Section 245(a) of the Help America Vote Act (HAVA) mandates that the U.S. Election Assistance Commission (EAC) conduct a thorough study of issues and challenges presented by incorporating communications and Internet technologies. Section 245(a)(2)(C) indicates that the EAC may investigate the impact that new communications or Internet technology systems for use in the electoral process could have on voter participation rates, voter education, and public accessibility. In addition, Section 241(b)(9) allows the EAC to periodically study election administration issues, including methods of educating voters on all aspects of participating in elections.

2.0 Objective. The EAC seeks to award a contract for the collection of data to determine the feasibility of instituting a pilot project voter hotline in 2006 that would route callers directly to their local elections officials based on specific criteria. The study will recommend next steps with a goal of nationwide implementation in 2008.

3.0 Scope. The Contractor will be responsible for collecting data on existing sources of hotline services and creating three voter hotline implementation scenarios for pilot projects in 2006. Each scenario shall include a description of the service offering, a timeline, cost estimate, and recommended technology. The Contractor will also identify ways to pay for publicizing the hotline services provided in these pilots.

4.0 Specific Tasks.

1. *Update the project work plan.* The Contractor shall update and deliver the Project Plan no later than ten (10) days after the contract is awarded. The plan shall describe how the Contractor will accomplish each of the project tasks, and it shall include a timeline indicating major milestones, and the staff responsible for each task. The updated Project Plan shall be formally briefed to the EAC Project Manager.
2. *Submit monthly progress reports.* The Contractor shall submit a monthly progress report within two (2) weeks of the end of each month. This report shall provide a brief summary of the activities performed and it will indicate progress against the timeline provided in the Project Plan. Any issues that could adversely affect the schedule should be identified for resolution. Budget status shall also be provided.
3. *Conduct periodic briefings for the EAC.* The Contractor shall periodically meet with the EAC Project Manager to discuss research findings and work progress. The Project Plan should make allowance for this activity. The number and frequency of briefings will be determined by the Contractor's Project Manager and the EAC Project Manager as the work progresses. The Contractor may also be required to periodically brief the full Commission on their work.
4. *Collect data on existing call-routing networks and present findings to the EAC.* The data shall include:
 - A Existing networks and services. A comprehensive survey of commercially available services and their features.
 - i. Costs. Breakdown of cost based on volume, cost of database maintenance per record, and cost of management and administration of the service.
 - ii. Features. Important factors include but are not limited to (1) number of languages capable of being used, (2) disability-compliant features, (3) touch tone and voice services, (4) ability to route calls based, on at a minimum, zip code locator databases, telephone exchanges, and street addresses, (5) voice response options, and (6) ability for interactivity with additional databases (for example interactivity with a voter registration database).
 - iii. Capacity of the network. Number of calls capable of being routed per hour. Consideration should be given to the provider's ability to re-route calls given a service interruption.
 - iv. Methods by which the operator of the network gathers information for the database of forwarding numbers and maintains the accuracy and currency of the data. Important

factors include how regularly updates are made and by whom, administrator rights to the databases, and the level of technological expertise required to maintain an interactive database.

- v. Maintenance agreements with service providers. What is the response time provided for various types of service interruptions? What maintenance options are available?
- vi. Timelines for database creation, contractor integration, and final testing before launch.
- vii. Security measures to ensure that data in the call-routing network is confidential.

B The Contractor shall pay specific attention to existing local, countywide, and statewide efforts. If such call-routing systems currently exist for voters, the Contractor shall collect all of the above information in detail in a separate portion of the report. In addition to the information identified above, include the following:

- i. Who the average user is, and who the intended audience is.
- ii. To the extent feasible, identify demographic, political and socioeconomic information on the average user.
- iii. To the extent feasible, determine the cost of publicizing the service and effectiveness of chosen publicity methods.

5. *Using the data compiled in 5.4, recommend three implementation scenarios for a voter information hotline pilots for the 2006 general election. All recommended scenarios shall include but are not limited to the following information:*

- A Data collection methodology, data sources, and data definitions to be used.
- B Costs of implementation, including service provider costs, database creation and maintenance costs, the cost to publicize the hotline, and administrative costs.
 - i. Each scenario shall include the cost of both automated and operator-assisted services.
- C A detailed explanation of which states to choose for a pilot, including expected participation rates.
 - i. Each scenario shall include states with diverse populations, in three time-zones, and in different geographical areas.
 - ii. Each scenario shall include a minimum of six states.
- D Recommended timelines, milestones, and risks to their successful completion.
- E Strategies for buying media in the selected states.
 - i. Methods for securing free or low-cost media in the selected states.
- F The technology requirements shall include as a minimum:
 - i. Low technology/easy to customize and modify.
 - ii. TTY-capable.

- iii. In a minimum of English and Spanish.
 - iv. A mechanism for recording complaints and comments.
 - v. A mechanism for tracking call-routing and determining the disposition of the calls.
 - vi. Justifications for the recommended service-providers and the costs and benefits of their services as compared to others.
6. *Make recommendations for reporting procedures for the hotline.* Suggested topics for suggested reporting procedures may include but are not limited to:
- A Cost of call routing per month, broken down by call in each state and in total.
 - B Number of calls per state each month.
 - C Duration of each call.
 - D Disposition of each call, including successful connection rates.
 - E Summary of caller comments and recommendations for improvement.
 - F Number of changes made to the database each month and the type of changes made.
 - G A summary of communications problems with state and local officials.
 - H Cost of advertising in each state, if any.
 - I Any problems with the system not identified elsewhere in the report.
7. *Present final feasibility study findings and recommend next steps.* Present findings to the EAC Project Manager. The findings shall include:
- A Data collection methodology, data sources, and data definitions.
 - B A summary of the three scenarios and recommendations for which scenario is recommended, including justifications.
 - C Potential areas of weaknesses not addressed above.
 - D Cost estimate for implementation of the recommended scenario.
 - i. Factors that may increase cost during the contracting period.
 - ii. Methods for minimizing the risk of cost increases.
 - E Cost estimate for nationwide implementation in 2008.
 - F Time estimate for nationwide database creation and implementation.
 - i. Included in this section shall be deadlines, major milestones, and recommended courses of action for completing tasks within the suggested timelines.
 - ii. Included in this section shall be strategies for overcoming project delays that would affect estimated timelines.
 - G Assessment of feasibility and cost to add voter registration database lookup capabilities to the system.
 - H Recommendations for procuring free or low cost broad publicity.
 - I Recommendations for effective communication with state and local officials.
 - J Recommendations for incentives to the states that may make participation attractive to them.

5.0 Contract Type. The contract type will be time and materials.

6.0 Place of Performance. The principal place of performance will be the Contractor's place of business. Meetings and occasional work efforts may also be conducted at the EAC offices.

7.0 Period of Performance. The period of performance is from date of award to September 30, 2006.

8.0 Schedule and Deliverables.

Unless otherwise agreed with the EAC Project Manager, the required document formats are Microsoft Word 2000 or above, Microsoft Project, PowerPoint, and Excel. All documents must be submitted electronically to the EAC Project Manager plus one paper copy.

1	Project Plan (5(1))	10 days after date of award
2	Progress Reports (5(2))	Monthly
3	Briefings (5(3))	As required
4	Data on Existing Networks (5(4))	90 days after date of award
5	Recommended Scenarios for pilot (5(5))	180 days after date of award
6	Recommendations for reporting (5(6))	180 days after date of award
7	Final feasibility study and recommendations (5(7))	No later than June 15, 2006

9.0 Inspection and Acceptance Criteria. Final inspection and acceptance of all work performed, reports, and other deliverables will be performed at the offices of the EAC. The EAC Project Manager shall be the Contracting Officer's Representative (COR) and will define, review, and approve all work.

10.0 Invoicing. Invoices may be submitted monthly using Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal. Invoices shall be delivered to the attention of:

Ms. Diana Scott
Administrative Officer
U.S. Election Assistance Commission
1225 New York Avenue, N.W., Suite 1100
Washington D.C. 20005.

11.0 Accounting and Appropriation Data. Funding is available for this contract.

12.0 Contract Terms. The contract clauses included in this document are the provisions governing this contract. The "Purchase Order Terms and Conditions" on the back of GSA Form 300 do not apply. This form is used only for the purpose of processing contract financial data.

13.0 General Provisions.

1. *Proposal Incorporated.* The Contractor's proposal is incorporated by reference into the Statement of Work.

2. *Inspection / Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The EAC reserves the right to inspect and review any services that have been tendered for acceptance. The EAC may require correction or re-performance of nonconforming services at no increase in contract price. The EAC must exercise its post-acceptance rights within ten (10) days after the defect was discovered or should have been discovered.

3. *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement signed by authorized representatives of both parties.

4. *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). The Contractor shall proceed diligently with performance of services, pending final resolution of any dispute arising under the contract.

5. *Excusable Delays.* The Contractor shall be liable for defaults unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as acts of God or the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the EAC, in writing, as soon as possible after the beginning of an excusable delay. The Contractor shall explain the basis for the excusable delay, and correct the problem as soon as possible. The Contractor shall notify the EAC, in writing, at the end of the delay.

6. *Other Compliances.* The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.

7. *Compliance with Laws Unique to Government Contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409, relating to whistle blower protections, 49 U.S.C. 40118, and 41 U.S.C. 423 relating to procurement integrity.

8. *Limitation of Government Liability.* In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the total amount of the contract award. The Contractor is required to notify the Contracting

Officer's Representative in writing when 75% of contract funding has been committed.

9. *Termination for Convenience.* The EAC, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulations in effect on the date of this contract.